



Contract No.: 673-9687-2

Agreement to Supply: BULK TRASH SEPARATION, RECYCLING AND DISPOSAL SERVICES

This agreement, made and entered into this the 14th day of APRIL, 2007, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of Contractor:

Waste Management Inc. of Florida

Address: 2700 NW 48 Street City: Pompano Beach State: FL Zip: 33073

A Corporation ☒ A Partnership ☐ An Individual ☐ Other: _____

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and/or service listed above, for a period of **two years with three one-year extension options** and the Contractor submitted a bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: **April 17, 2007 Pur-11**

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City bulk trash separation, recycling, and disposal services during the period beginning **05/01/07** and ending **04/30/09** for the requirements listed above and according to the following specifications, terms, covenants and conditions:

- a. This contract form G-110, the Invitation to Bid containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of ITB Number **673-9687** and the Contractor's proposal in response, form a part of this contract and by reference are incorporated herein.
- b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:
- 1) This contract Form G-110, Rev. 12/00
 - 2) The City's ITB and all addenda thereto
 - 3) Contractor's proposal in response to the City's ITB

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount **MUST** appear on the invoice.

2. Contract Special Conditions: The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

This contract is for separation, recycling, and disposal of an estimated amount of 15,000 tons of mixed debris waste (Item No. 673-9687-1-01) and an estimated amount of 4,000 tons of clean yard waste (Item No. 673-9687-1-02) per contract year.

3. Contract Summary:

a. Attachments:

Waste Management Inc. of Florida's response to the ITB and a copy of the ITB document.

b. Payment Terms: Net 30

c. Delivery: 3 days

d. Insurance: Yes ☒ No ☐

e. Performance Bond/Letter of Credit: Yes ☐ No ☒

f. Procurement Specialist's Initials: RA

4. Contractor's Phone Numbers: Office: 954-984-2000

5. Contractor's Fax Number: 954-984-2057

6. Contractor's E-Mail Address: jalbert@wm.com

City of Fort Lauderdale


By: _____


Director of Procurement Services (City Manager's Designee)

Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date: _____

7/30/07


Assistant City Attorney (approved as to form)

Date: _____

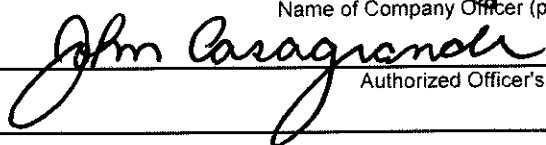
7/24/7

Contractor/Vendor

John Casagrande

Name of Company Officer (please type or print)

By: _____



Authorized Officer's Signature

Title: _____

Date: _____

Attest: _____

Signature of Secretary

Secretary (please type or print)

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.rfpdepot.com. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through RFP Depot, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version.

Submitted by: **John Casagrande** March 7th 2007
(signature)

(date)

Name (printed) **John Casagrande** Title: **Vice President**

Company: (Legal Registration) **Waste Management Inc. of Florida**

CONTRACTOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: **2700 NW 48th Street**

City **Pompano Beach** State: **FL** Zip **33073**

Telephone No. **954-9842000** FAX No. **954-984-2057**

E-MAIL: **jalbert@wm.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3**

Payment Terms (section 1.03): **Net 30** Total Bid Discount (section 1.04): **0%**

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variances:

Waste Management

Bid Contact **John Albert**
jalbert@wm.com
Ph 954-984-2067

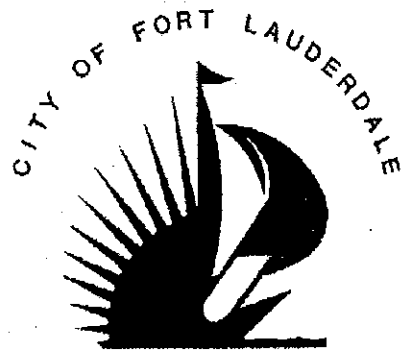
Address **2700 NW 48th St.**
Pompano Beach, FL 33073

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
673-9687-1-01	Mixed Debris Separation, Recycling and Disposal	Supplier Product Code:	First Offer - \$44.50	30000 / ton	\$1,335,000.00		Y
673-9687-1-02	Clean Yard Waste Separation, Recycling and Disposal	Supplier Product Code:	First Offer - \$30.00	5000 / ton	\$150,000.00		Y
Vendor Total					\$1,485,000.00		

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

673-9687

**BULK TRASH SEPARATION, RECYCLING
AND DISPOSAL SERVICES**



Rick Andrews

954-828-4357

**INVITATION TO BID 673-9687
SEPARATION, RECYCLING AND DISPOSAL SERVICES**

BIDDER QUESTIONNAIRE:

BIDDER NAME: Waste Management Inc. of Florida

Minimum Load shall be: No minimum

Hours of operation:

- 1) Monday – Friday **6:00 am** to **5:00 pm**
- 2) Saturday **6:00 am** to **3:30 pm**
- 3) Sunday **Closed** to

Holidays: List Holidays Closed **Christmas Day**

Emergency Service: Will your facility open for Emergency Service at no additional charge? **Yes**

Does your facility have a Certified Truck Scale? **Yes**

Can your facility accommodate Tractor Trailers? **Yes**

State the location(s) of your facilities:

1. Delta Pompano 1951 N. Powerline Rd. Pompano Beach , FL 33069

2. Delta Davie 3250 Fields Rd. Davie , FL 33142

If the quoted rates varies as determined by the individual locations, provide such information here:

Same rate for both locations

Provide information relating to the time period for commencement of this program from notification of award of contract:

3 Days

INFORMATION SECTION:

Current Contracts: Provide information pertaining to current contracts for which you are providing separation and recycling services: (List any additional contracts on a separate page and include with your response)

(1) COMPANY/MUNICIPALITY: City of Hollywood

ADDRESS: 2600 Hollywood Blvd. Hollywood , FL 33020

PHONE & CONTACT: Greg Turek 954-921-3211

DESCRIPTION OF SERVICES:**Disposal of Bulk Waste and Yardwaste**

DATE OF COMMENCEMENT & TERM OF CONTRACT:**June 2004 2yr with 2-2yr options**

(2) COMPANY/MUNICIPALITY:**City of Pompano Beach**

ADDRESS:**100 W. Atlantic Blvd. Pompano Beach FL 33060**

PHONE & CONTACT:**Russ Ketchum 954-786- 4097**

DESCRIPTION OF SERVICES:**Collection and Disposal of Bulk Waste**

DATE OF COMMENCEMENT & TERM OF CONTRACT:**Sept 30th 2004 10yr City's Option**

Do you presently hold all permits and licenses as required by Federal, State, County and Local authorities to operate the required facility and process the collected materials? **Yes**

If no, will you be able to obtain within thirty (30) days of notification by the City of their intent to award?

N/A

Checklist:

Have you prepared and submitted as an attachment, a complete description of the information as required in **Section 11, SEPARATION AND RECYCLING PROGRAM of PART II – SCOPE OF SERVICES /SPECIFICATIONS?** ☐ Yes

Submit copies of all applicable permits and licenses you presently hold? ☐ Yes

If you are submitting your original bid directly to the City of Fort Lauderdale and not through rfpdepot, have you included an original and 1 copy of your bid response? ☐ Yes

AUTHORIZED SIGNATURE

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
None	None
None	None
	None
	None

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



WASTE MANAGEMENT

2700 N.W. 48th Street
Pompano Beach, FL 33073

Questions and Answers to Section II BID 673-9687

Separation and Recycling Program

1. A complete and detailed description of the physical building facility, equipment manpower available and utilized for the processing and separation of materials.

Waste Management is proposing to use two sites for this bid. They are the two Delta sites we have, one being in Davie, the other in Pompano Beach. Each yard has a concrete pad to accept materials. We also have a picking line at each facility and sufficient manpower to meet the specification of the bid.

2. A detailed description of your program, methods and procedures for the separation of bulk waste.

The material will be placed on the tipping floor, some of the larger non-recyclable material will be removed with larger equipment. The rest of the material will be put on a picking line. Here, the recyclable material will be sorted out and the non-recyclable material will be disposed.

3. The general classes and specific types of material that will be separated for recycling purposes.

The yard waste will be handled separately and this will be mulched. The mulch will then be used for some beneficial purpose. We will also remove the wood, paper products, metals, plastics, E-waste, rubber and textiles. These materials will be removed to the extent possible. We do not want the City to think we will remove every rag or small radio, or whatever.

4. The availability and general locations of services utilized for the sale of such recyclable materials.

Waste Management being a national company has many outlets for the material. It would be impossible to say at this time which outlets we would use for each material. We will use whichever outlets make the most sense economically.

5. The proposed disposal sites and equipment available for handling, loading and transportation of residue material not accepted for recycling purposes.

Waste Management will dispose of the waste at the proper facility according to the Interlocal Agreement and the City that the material comes from. The Wheelabrator plants will get the processable waste and Central Landfill will get the non-processable waste.

6. Any additional information the bidders wish to have reviewed.

Waste Management is offering two locations for the material. This will make the travel time shorter for the haulers. We have been in the business for over 30 years and have the experience and assets to do the job.